

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER See Schedule		PAGE OF 1 31	
2. CONTRACT NO. EP-W-14-003		3. AWARD/ EFFECTIVE DATE 05/01/2014	4. ORDER NUMBER		5. SOLICITATION NUMBER SOL-DC-13-00030		6. SOLICITATION ISSUE DATE 01/23/2014
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Christine Edwards		b. TELEPHONE NUMBER (No collect calls) 202-564-2182		8. OFFER DUE DATE/LOCAL TIME ES	
9. ISSUED BY HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS  <input type="checkbox"/> HUBZONE SMALL BUSINESS  <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  <input type="checkbox"/> EDWOSB  <input type="checkbox"/> 8(A) </div> <div> NAICS: 561422   SIZE STANDARD: \$14.0 </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO Lisa Faeth US Environmental Protection Agency OPPT 1200 Pennsylvania Avenue, NW Washington DC 20460		16. ADMINISTERED BY HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR ASSOCIATION FOR THE BLIND AND VISUALLY IMPAIRED OF GREATER ROCHESTER, 422 CLINTON AVE S ROCHESTER NY 146201103		18a. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO. 0001		20. SCHEDULE OF SUPPLIES/SERVICES DUNS Number: 073695165 Max Expire Date: 04/30/2019 Period of Performance: 05/01/2014 to 04/30/2015  NLIC & TAIS Hotline Base Year Obligated Amount: \$1,329,082.46 Requisition No: PR-OCSPP-14-00135, PR-OCSPP-14-00147  Accounting Info: Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT 1,329,082.46	
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,056,279.26	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)   ELECTRONIC SIGNATURE			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Christine Edwards		05/01/2014	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	14-15-B-69D-401CD6-2505-TPXZCAZ-1469DXX111-001 BFY: 14 EFY: 15 Fund: B Budget Org: 69D Program (PRC): 401CD6 Budget (BOC): 2505 Cost: TPXZCAZ DCN - Line ID: 1469DXX111-001 Funding Flag: Partial Funded: \$770,000.00 Accounting Info: 14-E1-69F-401C10-2505-TPXZCAZ-1469DXX111-002 BFY: 14 Fund: E1 Budget Org: 69F Program (PRC): 401C10 Budget (BOC): 2505 Cost: TPXZCAZ DCN - Line ID: 1469DXX111-002 Funding Flag: Partial Funded: \$539,082.46 Accounting Info: 13-14-BR-69E0X14-401CD7-2505-TPXZCAZ-1469E14011-00 1 BFY: 13 EFY: 14 Fund: BR Budget Org: 69E0X14 Program (PRC): 401CD7 Budget (BOC): 2505 Cost: TPXZCAZ DCN - Line ID: 1469E14011-001 Funding Flag: Partial Funded: \$20,000.00				
0002	NLIC & TAIS Hotline Option Year 1 (Option Line Item) 02/28/2016				1,368,954.93
0003	NLIC & TAIS Hotline Option Year 2 (Option Line Item) 02/28/2017 Continued ...				1,410,023.58

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-W-14-003

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NAME OF OFFEROR OR CONTRACTOR

ASSOCIATION FOR THE BLIND AND VISUALLY IMPAIRED OF GREATER ROCHESTER, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	NLIC & TAIS Hotline Option Year 3 (Option Line Item) 02/28/2018				1,452,324.28
0005	NLIC & TAIS Hotline Option Year 4 (Option Line Item) 02/28/2019				1,495,894.01

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## 1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

### NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this addendum are hereby incorporated by reference:

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-3	APR 1984	GRATUITIES
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.212-4	JUL 2013	CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-4	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)
52.232-11	APR 1984	EXTRAS
52.232-16	APR 2012	PROGRESS PAYMENTS
52.242-15	AUG 1989	STOP-WORK ORDER

## 2. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FAR 52.212-5) (SEPT 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_X\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_X\_ (6) 52.209-6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

\_X\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (11) [Reserved]

\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

\_\_\_ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

\_\_\_ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

\_\_\_ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

\_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

\_X\_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

\_X\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

\_X\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

\_X\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

\_X\_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

\_X\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_X\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (Mar 2012) of 52.225-3.

\_\_\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_\_\_ (iv) Alternate III (Nov 2012) of 52.225-3.

- \_\_\_ (41) 52.225-5, Trade Agreements (SEPT 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_X\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_X\_ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:  
[Contracting Officer check as appropriate.]
- \_X\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- \_X\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_X\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- \_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**ADDENDUM TO FAR CLAUSE 52.212-4**

## 1. OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days**.

## 2. PRINTING (EPAAR 1552.208-70) (SEP 2012)

(a) *Definitions.* "Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of a camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing."

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and include microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the duplication limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.* (1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the printing limitation is to eliminate duplication of final documents.



(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.* (1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.* (1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10<sup>3</sup>/<sub>4</sub> by 14<sup>1</sup>/<sub>4</sub> inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel. Duplication services of "incidentals" in excess of the thresholds are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10<sup>3</sup>/<sub>4</sub> by 14<sup>1</sup>/<sub>4</sub> inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

(4) The contractor may perform the duplication of no more than a total of 500 units of an electronic information storage device (e.g., CD-ROMs, DVDs, thumb drives <sup>1</sup>) (including labeling and packaging) per work assignment or task order/delivery order per contract year. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing and a waiver must be obtained. Only the Joint Committee on Printing has the authority to grant waivers to the printing requirements. All Agency waiver requests must be coordinated with EPA's Headquarters Printing Management Team, Facilities and Services Division, and with the Office of General Counsel.

<sup>1</sup> Pursuant to the July 2008 guidance *Promotional Communications for EPA*, a thumb drive can be used as a promotional item, but it also must be an information medium in itself. Namely, it must have substantive EPA information already loaded into the drive. Due to its intrinsic material value, it may not be used simply or primarily to display an EPA message on the exterior of the drive.

(e) *Violations.* The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Clause.* The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

### **3. ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALT I (SEP 1998)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies—The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

### **4. CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.242-71) (JUL 2011)**

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of

an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

#### **5. PERIOD OF PERFORMANCE (EPA-F-12-101)**

The period of performance of this contract shall be from **May 1, 2014** through **April 30, 2015** exclusive of all required reports.

#### **6. OPTION TO EXTEND THE TERM OF THE CONTRACT FIXED PRICE (EPAAR 1552.217-77) (OCT 2000)**

The Government has the option to extend the term of this contract for **4** additional period(s). If more than **30** days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last **30** days of the period of performance, the Government must provide to the Contractor written notification prior to that last **30** -day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

- (a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

<b>Period</b>	<b>Start date</b>	<b>End date</b>
Option Period 1	May 1, 2015	April 30, 2016
Option Period 2	May 1, 2016	April 30, 2017
Option Period 3	May 1, 2017	April 30, 2018
Option Period 4	May 1, 2018	April 30, 2019

- (b) During the option period(s) the Contractor shall provide the services described below:

<b>Period</b>	<b>Attachment</b>
Option Period 1	Attachment 1: Statement of Work
Option Period 2	Attachment 1: Statement of Work

Option Period 3	Attachment 1: Statement of Work
Option Period 4	Attachment 1: Statement of Work

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

Fixed price	Period
\$1,368,954.93	Option Period 1
\$1,410,023.58	Option Period 2
\$1,452,324.28	Option Period 3
\$1,495,894.01	Option Period 4

## **7. GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) *Employee relationship.* (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) *Inapplicability of employee benefits.* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **8. CONTRACT ADMINISTRATIVE REPRESENTATIVES (EPA-G-42-101)**

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

##### **PROJECT OFFICER**

**LISA FAETH**  
**1200 PENNSYLVANIA AVE NW**  
**MAIL CODE 7408M**  
**WASHINGTON, DC 20460**  
**FAETH.LISA@EPA.GOV**  
**202.564.7893**

##### **ALT PROJECT OFFICER**

**ARESIA WILLIAMS**  
**1200 PENNSYLVANIA AVE NW**  
**MAIL CODE 7408M**  
**WASHINGTON, DC 20460**  
**WILLIAMS.ARESIA@EPA.GOV**  
**202.564.0308**

Contracting Officials responsible for administering this contract are as follows:

##### **CONTRACTING OFFICER**

**ABBIE JEMMOTT**  
**1200 PENNSYLVANIA AVE NW**  
**MAIL CODE 3803R**  
**WASHINGTON, DC 20460**  
**JEMMOTT.ABBIE@EPA.GOV**  
**202.564.1266**

#### **9. PUBLIC COMMUNICATION (EPA-H-07-101)**

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

## **10. ENVIRONMENTALLY PREFERABLE PRACTICES (EPA-H-23-101)**

The contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

## **11. UNPAID FEDERAL TAX LIABILITY & FEDERAL CRIMINAL VIOLATION CERTIFICATION (EPA-H-09-107)**

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175); Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6); Continuing Appropriations Act, 2014 (Pub.L. 113-46), and subsequent relevant appropriations acts, the contractor shall provide the contracting officer a certification whereby the contractor certifies:

- (i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and
- (ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the contracting officer may render the contractor ineligible for FY 2012, 2013, 2014 or subsequent FY contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

## **12. LIST OF ATTACHMENTS (EPA-J-52-101)**

<u>NUMBER</u>	<u>ATTACHMENT TITLE</u>
#1	STATEMENT OF WORK

**ATTACHMENT #1, STATEMENT OF WORK**

**NATIONAL LEAD INFORMATION CENTER AND TSCA ASSISTANCE INFORMATION SERVICE HOTLINE**



**STATEMENT OF WORK – NLIC & TAIS HOTLINE****Project Officer**

Lisa Faeth, OCSPP/OPPT/EAD

Phone: 202.564.7893

E-mail: [Faeth.Lisa@epa.gov](mailto:Faeth.Lisa@epa.gov)

Courier Address: William Jefferson Clinton East Building, 1201 Constitution Ave NW, Room 4327L, Washington, DC 20004

Mailing Address: US EPA Headquarters, William Jefferson Clinton Building, 1200 Pennsylvania Ave NW, Mail Code: 7408M, Washington, DC 20460

**Alternate Project Officer**

Aresia Williams, OCSPP/OPPT/EAD

Phone: 202.564.0308

E-mail: [Williams.Aresia@epa.gov](mailto:Williams.Aresia@epa.gov)

Courier Address: William Jefferson Clinton East Building, 1201 Constitution Ave NW, Room 4327E, Washington, DC 20004

Mailing Address: US EPA Headquarters, William Jefferson Clinton Building, 1200 Pennsylvania Ave NW, Mail Code: 7408M, Washington, DC 20460

**I. BACKGROUND****National Lead Information Center (NLIC)**

The Environmental Protection Agency (EPA) is charged with developing and operating a national federally-funded lead hotline under Title X of the Lead-based Paint Hazard Reduction Act of 1992, also known as Title IV of the Toxic Substances Control Act (TSCA), Section 405(e) (1) and (2).

The purpose is to provide for (1) operation of an automated message system that quickly prompts the caller to leave their request for information and mailing address on the answering machine in order to receive lead poisoning prevention information; and (2) operation of a lead hotline (toll-free telephone service), that supports the lead-based paint (LBP) poisoning prevention program by responding to more specific and/or technical questions and/or requests on lead-related issues. This system shall include a greeting that states the Contractor's name, as well as stating that the Contractor is not an EPA employee and the contract is funded by EPA and the Department of Housing and Urban Development (HUD).

**TSCA Assistance Information Service (TAIS)**

The TSCA Assistance Information Service (TAIS) was established in 1977 under section 26(d) of TSCA. The TAIS provides service in the form of technical and informational assistance to chemical manufacturers, processors, users, storers, and disposers, including importers and exporters, concerning requirements of the laws and regulations promulgated under TSCA (see Code of Federal Regulations, Title 40, Parts 700-End). The TAIS also provides information to environmental groups, labor groups, trade associations, law firms, consultants, state and local governments, international governments, embassies, and private citizens.

This requirement is to provide information services to support all programs implemented under the Toxic Substances Control Act (TSCA) of 1976 (15 U.S.C. 2601 et. seq.), as amended. TSCA gives EPA the

authority and responsibility to protect human health and the environment from unreasonable risks arising from the manufacture, distribution, use, or disposal of existing and new chemicals.

## **II. SCOPE OF WORK**

The Contractor shall supply all necessary services to operate the NLIC and TAIS which respond to inquiries and provide TSCA-related and lead-related technical and public information materials to federal, state and local governments, the general public and private sectors. EPA will provide general management for the monitoring, implementation and development of this contract.

## **III. GENERAL PERFORMANCE REQUIREMENTS**

### **A. Facilities and Equipment**

The Contractor shall provide the facility to house and service both the NLIC and the TAIS. The Contractor shall provide the capability to duplicate printed material. No requirement for duplication shall exceed the limit of 5,000 copies for one page or 25,000 copies of multiple pages. All duplicated material shall be of good, clear copy quality.

The Contractor shall provide an electronic tracking system utilizing software of their choice to maintain existing NLIC and TAIS reference materials such as regulatory information, mailing lists, document inventory list, and referrals lists. The Contractor shall provide the capability to receive and send facsimile documents. The Contractor shall provide storage for up to 2,000,000 documents annually. No special security is required for the storage facility.

### **B. Personnel**

The Contractor shall provide staff coverage for NLIC and TAIS operations, with trained personnel during core operating hours. The Contractor shall provide sufficient staff capable of responding to all inquiries, with approximately 80% of inquiries requiring a personal response from technical staff. Throughout the duration of the contract, the Contractor shall ensure that all personnel assigned to work on this contract are qualified to perform the tasks outlined in this Statement of Work (SOW). Technical staff shall be properly trained to provide timely, accurate, complete, and courteous responses to questions related to chemical regulatory activities. The project manager shall be responsible for daily operations of the NLIC and TAIS, quality control, supervision of contract staff, and interaction with EPA. All NLIC and TAIS staff shall identify themselves at all times as Contractor personnel when answering the telephone and when performing their duties.

NLIC and TAIS Documentation -- Copies of the NLIC and TAIS training manuals and reference files currently used by the technical staff will be provided by the Government at the time of contract award. The Contractor shall maintain current training manuals at all times and provide the EPA Project Officer an updated copy as requested. Technical staff shall remain up-to-date on program status and emerging program and technical issues. EPA will provide periodic briefings as necessary.

### **C. NLIC and TAIS Hours of Operation and Personnel**

The Contractor shall operate the NLIC and TAIS Monday through Friday, from 8:00 a.m. to 6 p.m. Eastern Standard Time or Daylight Saving Time (whichever is in effect), but shall be closed on Federal holidays,

including Columbus Day and Veterans Day. On the days before Thanksgiving, Christmas and New Year's Day, hours of operation are from 8:00 a.m. to 5:00 p.m. NLIC and TAIS staff technical information specialists shall be available during the above core hours to personally receive and respond to telephone calls, letters, facsimile and e-mail requests. The fax line shall be available 24 hours a day. The Contractor shall maintain a voice message system during off hours, to notify the caller that the NLIC is closed and allow callers the option of leaving a message. This message shall be in operation 24 hours a day to provide routine information, in English and Spanish, via recorded message and to receive e-mail messages. Staff shall be properly trained to provide timely, accurate, complete and courteous responses to questions/inquiries, and shall become conversant with new material as it becomes available.

During adverse weather conditions, the NLIC and TAIS shall remain in operation unless the weather conditions, as defined by the local authorities, are declared an extreme emergency. If this is the case, the Contractor shall contact the EPA Contracting Officer and/or the EPA Project Officer for concurrence and update the automated voice response system to advise callers of an early closing.

#### **D. Telephone Service**

The Contractor shall provide and maintain a telephone system that allows efficient access to the NLIC and TAIS for all callers throughout the United States and the international community. The telephone system shall provide enough lines to support all incoming telephone inquiries and provide automatic call distribution. The Contractor shall provide outgoing lines, but shall use the Government-provided domestic long distance service that is most advantageous to the Government. The Government will also provide access to an international long distance carrier. The Contractor shall provide a dedicated fax line using the existing fax number. The telephone system shall provide statistics on phone usage to include the following: number of calls received and answered, number of times all lines were busy, length of call, time waiting in queue, and abandoned calls while on hold. The telephone system shall reliably produce and maintain records which are sufficient to evaluate performance criteria including hourly, daily, weekly and monthly telephone statistics.

The system shall be compatible with all telephone services paid for by the Government, including Government provided telephone lines and the Government-provided long distance service. All systems and services must be reviewed and approved by the EPA Telecommunications Office and the EPA Contracting Officer prior to acquisition. The Contractor shall use the Government-provided telephone service in accordance with EPA Order CIO 2150.0, "Agency Network Security Policy" dated 11/27/07, for outbound domestic service.

The Contractor shall coordinate with EPA's telecommunications business office which will produce monthly reports on traffic analysis. The Contractor shall only use EPA-provided telephone services for the conduct of official government business in accordance with this SOW. The Government will provide the Contractor with an EPA e-mail address for processing e-mail requests. Additional access to the Internet required in the performance of the SOW shall be provided by the Contractor.

#### **E. Interface with EPA**

The Contractor shall receive briefings and participate in teleconferences or webinars to obtain up-to-date regulatory information on program status and emerging program and technical issues as necessary. The Contractor shall communicate with the EPA Project Officer as needed to resolve technical questions,

issues, and problems relevant to the operation of the NLIC and TAIS to ensure an appropriate information exchange.

The technical staff shall maintain regular interactions with EPA staff, via phone or e-mail, when an answer cannot be readily provided and clarification or assistance is needed to obtain a response. The Contractor shall notify the EPA Contracting Officer and the EPA Project Officer in writing if the performance standards are not met or if any performance problems are experienced at any time during the contract period. Once performance issues have been identified, the Contractor shall immediately take action addressing and/or correcting those issues.

Any new material provided by EPA to the Contractor shall be immediately incorporated into NLIC and/or TAIS reference materials. Any written material prepared by the Contractor, including but not limited to questions and answers manual, required reports, special projects, and responses to questions shall be reviewed and approved by the EPA Project Officer before being considered acceptable. The Contractor shall immediately bring to the attention of the EPA Project Officer any information received via the NLIC or TAIS which could require action or a response by EPA (e.g., emerging public health issues or requests for speakers).

#### **F. Sec. 508 Compliance**

All deliverables shall be in compliance with Section 508, Accessibility Standards of the Rehabilitation Act of 1973 and Amendments of 1998. When preparing deliverables, the Contractor shall refer to the most recent version of the 508 Standards at: <http://2www.access-board.gov/sec508/guide/>.

#### **G. Reports to EPA**

The Contractor shall submit the following reports accurately and on time:

1. Monthly reports on inquiry response statistics, document distribution/mail out descriptions, progress on ECSS development and maintenance activities, and other NLIC and/or TAIS activities under the contract, which shall be distributed electronically to designated EPA staff by the fifth workday following the end of the month; and
2. An annual report (on a fiscal year basis) containing a general description of the Contractor's firm and the NLIC and/or TAIS services provided under the contract and compiling and presenting graphs and tables depicting inquiry response and fulfillment statistics. For the TAIS, this annual report will also address the development of the TSCA knowledge base and FAQs and As for use in the ECSS.

The annual report will also discuss other NLIC and/or TAIS accomplishments, major staffing actions, interactions with EPA on key program developments, and other relevant call center activities. The report will separately identify all items that were handled regarding the Federal Lead Paint Program. The draft of this report will be distributed electronically to the EPA Project Officer for review within one month of the end of the fiscal year. Following the EPA Project Officer's review and approval, the Contractor shall make necessary revisions and submit the final report in electronic form and three (3) hard copies to the EPA Project Officer.

#### **IV. DELINEATION OF WORK TASKS**

##### **Task A. National Lead Information Center (NLIC)**

###### **Subtask A.1. Data Bases**

(a) The Contractor shall establish and perform semi-annual updates of EPA Regional and State Tribal and Territory contact information in the database to ensure that it is accurate and complete. The Contractor shall respond to the EPA Project Officer's requests for specific database listing by generating and distributing the materials according to the technical direction received.

(b) The Contractor shall maintain a current database containing all relevant and current program documents which are available to the public. The database will identify which documents pertain to which program and where the documents can be obtained. The contractor shall also provide staff who are trained to respond to questions about information contained in EPA read-only data bases such as the Federal Lead-based Paint Program.

###### **Subtask A.2. Interacting with the Public Including Limitations**

The Contractor shall respond to all incoming questions about EPA's and HUD's lead-based paint regulations and requirements, Federal Register Notices, health advisories, policies, guidance, and other information provided by the EPA regarding LBP hazards and lead poisoning prevention programs.

The Contractor shall develop responses from EPA and HUD of approved sources of information. Use of non-EPA materials to formulate a response shall be approved by the EPA Project Officer or another federal personnel designated by the EPA Project Officer before the response can be communicated to the public. The Contractor shall anticipate and be prepared to provide whatever amount of research is required to prepare its responses.

Any information request, especially one involving legal, policy interpretation, and/or highly technical responses, that cannot be answered readily from published and approved EPA materials in the information reference library, shall be referred to the appropriate EPA or federal personnel to obtain a response. The EPA or federal personnel will determine if the inquiry and response is significant or not. If it is deemed not significant, for example a clarification not having any policy or regulatory impact, the personnel will respond directly to the hotline employee with the answer which will then be forwarded to the inquirer and documented in the Monthly Report. If possible, the response outlined from the EPA or federal employee should be in writing. If this is not possible, the response may be received orally, in which case the Contractor shall document the response.

There may be instances where the press or Congress may contact the Hotline for a lead related question. In those instances, the Contractor shall forward all Congressional and press inquiries to the appropriate office as directed by the EPA Project Officer.

The Contractor shall be able to provide the public with information contained in: Title X Lead-based Paint Hazard Reduction Act, also known as Title IV of TSCA; Relevant Federal Register Notices; proposed and final Lead-Based Paint rules; lists of accredited labs under the National Lead Laboratory Accreditation Program; current lead reports and guidance documents; other documents relevant to

EPA's lead poisoning prevention programs; and policies provided by EPA and other federal agencies (HUD and CDC).

### **Subtask A.3. Responses to Requests for Information**

The Contractor shall respond to all requests received by telephone calls and through EPA approved forms of electronic media (e.g., EPA e-mail, and Web page). It is anticipated that there will be a growing number of e-mail and Web page requests during the performance period of the proposed contract. The Contractor shall distribute topical materials specified by EPA via electronic media including monthly report, fact sheets, and guidance. The Contractor shall be able to explain to callers how to access and order electronic EPA-approved materials related to the program areas covered by this SOW.

*Important note:* all responses shall contain EPA-approved information. At no time shall the Contractor staff respond with opinions, whether they are personal opinions of the Contractor staff members, the opinions of the Contractor as a corporate entity, or the personal opinions of government officials or representatives who have assisted in providing the response. Contractor staff shall be especially alert to ensure that opinions concerning EPA policy and policy interpretations of regulations are not a part of any response to persons seeking assistance. Questions in this regard should be addressed to the EPA Contracting Officer or the EPA Project Officer. The Contractor shall add revised pages to documents as requested by the EPA Project Officer.

### **Subtask A.4. Providing Documents**

(a) The Contractor shall distribute a variety of documents in response to telephone calls, facsimile requests, letters and e-mail requests. Document requests shall be filled within 2 working days. If the caller requests, documents shall be faxed within 1 working day, provided the document is no more than 10 pages in length and legible. The Contractor shall explain to callers how to electronically access EPA/TSCA documents, if required.

(b) The Contractor shall maintain an inventory of those Lead-based Paint related documents and notify the EPA Project Officer if supplies reach the shortage point. Older documents shall be photocopied by the Contractor as copies are needed. The Contractor shall also maintain a database of pertinent regulatory materials and their availability.

(c) The Contractor shall routinely provide Cleaning Verification Cards to Training providers and authorized states as directed by the EPA Project Officer. The Contractor shall also provide bulk shipments of materials to the EPA Regional Offices as directed by the EPA Project Officer.

### **Subtask A.5. Maintaining Call Records**

The Contractor shall maintain a database for each incoming request which records the name, email, and number (phone & fax) and demographics of the caller, (if provided by the caller upon request), the date, the responsible staff person, subject matter of questions, nature of the response given, follow-up action (if necessary), the time frame the response was completed in, and the level of difficulty of the call, or other information as modified by the EPA Project Officer. Caller logs must contain understandable documentation of the level and quality of service that the Hotline is providing. Monthly and upon request of the EPA Project Officer, the Contractor shall provide caller trends, status updates, and analyses of this material.

## **Task B. TSCA Assistance Information Service (TAIS)**

### **Subtask B.1. Responses to Requests for Information**

The Contractor shall provide timely (immediate response to question or call-back within one working day), accurate (cited from TSCA or other pertinent statutes), and courteous responses to telephone, e-mail, fax, and letter inquiries for information concerning pertinent statutes and related regulatory activities. Most responses shall be given directly by phone, through call-backs after researching answers, or by distributing relevant documents (e.g., Federal Register notices, fact sheets, guidance documents, etc.).

Direct answers to questions shall be supplied whenever cleared for public release, **but opinions concerning EPA policy or policy interpretation of regulations shall not be part of a response to a person seeking assistance.** The Contractor shall rely on published information and oral information provided by the EPA Project Officer or other program officials to give facts related to regulatory activities. All inquiries from the press, except those seeking general background information about the program, shall be referred to the EPA Office of External Affairs and Environmental Education (OEAAEE). All inquiries from Congress, except those seeking general background information about the program, shall be referred to the Office of Congressional and Intergovernmental Relations.

### **Subtask B.2. Distribution of Information Materials**

The Contractor shall provide distribution of EPA-approved informational materials in response to specific inquiries as well as in support of responses provided by technical staff. In addition, there will be special distributions of informational materials to parties affected by Office of Pollution Prevention and Toxics (OPPT) activities.

(a) The Contractor shall distribute a variety of documents in response to telephone calls, facsimile requests, letters and e-mail requests. Document requests shall be filled within 2 working days. If the caller requests, documents shall be faxed within 1 working day, provided the document is no more than 10 pages in length and legible. A list of documents already available on an EPA Fax-on-Demand System (202-401-0527), maintained by the Office of Chemical Safety and Pollution Prevention (OCSPP), will be provided to the Contractor. The Contractor shall explain to callers how to electronically access EPA/TSCA documents, if required.

(b) The Contractor shall maintain an inventory of those TSCA-related documents the EPA Project Officer has indicated should be distributed directly by the TAIS. The EPA Project Officer will provide the Contractor with the current document inventory. Older documents shall be photocopied by the Contractor as copies are needed. The Contractor shall also maintain a database of pertinent regulatory materials and their availability, and shall maintain reference copies of these materials in the TAIS reference files.

### **Subtask B.3. OPPT Enterprise Customer Service Solutions (ECSS) Web-based Frequently-asked Questions and Answers (FAQs and As)**

(a) Using historical data from TAIS records and reports, existing TAIS training and reference materials, existing EPA web and print information wherever possible, and consultation with EPA technical experts,

the Contractor shall maintain: 1) a comprehensive and detailed ECSS knowledgebase containing: FAQs (either received from EPA or generated by the TAIS) regarding requirements of the laws and regulations promulgated under TSCA (see Code of Federal Regulations, Title 40, Parts 700-End); and 2) proposed responses to those FAQs at levels of detail appropriate for technical inquirers from industry or interest groups as well as for the general public, including students.

(b) The Contractor shall serve as backup to the ECSS system, and shall: 1) through the ECSS, respond to e-mail questions not answered adequately by the FAQs and As or not anticipated in the FAQs and As; and 2) continuously revise and update the TSCA knowledge base of FAQs and As when necessary, and 3) otherwise improve the quality and ease of use of the ECSS system based on testing, monitoring, and assessing the performance of the web-based system.

## **V. SPECIFIC TASK-RELATED PERFORMANCE REQUIREMENTS**

### **A. National Lead Information Center (NLIC)**

#### **1. Number of Calls (For Subtasks A.2., A.3., and A.5. above)**

The Contractor is expected to respond to up to 3,000 contacts (calls, faxes, web inquiries) per month. The majority of the contacts will be by phone via a toll-free phone number. The Contractor shall also receive information requests via a fax number and the web site with an approximate maximum of 1,000 requests coming in per month. The Contractor shall provide responses that respond to properly identifying customer needs, performing required research and/or information retrieval, providing information over the telephone, making appropriate referrals, providing documents and/or preparing written responses via e-mail. The Contractor shall provide sufficient lines to meet anticipated demand, and shall maintain the current telephone number (1 800 424-LEAD) which the Hotline has utilized for many years.

#### **2. Customer Access of Calls (For Subtasks A.2., A.3., and A.5. above)**

Average speed of answering (ASA): if the call load is within the expected range of up to 5,000 contacts per month, at least 90% of the callers should have access to a technical information specialists within 60 seconds of selecting the option of reaching a technical information specialist (calculated based on a weekly average of time spent in queue per call). The average estimated call length is 5 minutes.

#### **3. Customer Service/Timely Response (For Subtasks A.2 through A.5. above)**

(a) Inquiries requiring additional research or approval of the answer by EPA must receive a response with 5 working days to give status or an answer.

(b) Written or electronic inquiries shall receive a response within 5 working days.

(c) Any new material provided by the EPA or HUD to the Contractor shall be incorporated into the Contractor's reference material. Any written material prepared by the Contractor, including, but not limited to questions and answers manual, required reports, special projects, and responses to questions shall be reviewed and approved by the EPA Project Officer before being considered acceptable for these materials.



(d) When questions are received which cannot be answered based on available EPA and HUD approved material or by consultation with appropriate EPA personnel, the Contractor shall provide the question and the proposed answer to the EPA Project Officer. The question will be responded to in accordance with the EPA Project Officer's comments.

(e) Any written material prepared by the Contractor, including but not limited to questions and answers manual, required reports, special projects, and responses to questions shall be reviewed and approved by the PO before being considered acceptable for these materials. These materials shall become the property of the Government and delivered to the EPA Project Officer at the end of the contract.

## **B. TSCA Assistance Information Service (TAIS)**

### **1. Number of Calls (For Subtask B.1. above)**

(a) As a result of any number of events precipitated by a Government action or public concern, inquiry load may increase beyond the standard capacity of the facility. Standard workload is estimated to be approximately 650 inquiries per month (based on performance statistics from the last three years). When inquiry load increases to 1,000 per month, or 60 per day, the Government may request that the Contractor shall respond to a workload surge.

(b) The Contractor shall maintain a current list of technical subject-matter contacts within EPA (including the Regions) to consult when researching answers to technical regulatory questions. The Contractor shall also maintain a current list of individuals and offices to which callers may be referred for responses to misdirected, legal, or highly technical questions. This list shall include EPA staff, other federal agencies, state and local governments, other hotlines and information services. The EPA Project Officer will provide the Contractor with the initial contact and referral lists.

(c) The Contractor shall document each call received in an automated tracking system. Documentation shall include at a minimum; the state from which call originated (if provided); the subject/description of the call; date of call; documents/information requested; and name of person responding to call.

(d) The Contractor shall review the Federal Register daily for notices published concerning toxics regulatory activities. Daily e-mail messages to a distribution list supplied by the EPA Project Officer shall include pertinent notices and shall be generated by 12 p.m. each workday. In addition, a monthly summary of all TSCA-related Federal Register notices shall be electronically distributed to designated EPA staff by the fifth workday following the end of the performance month.

### **2. Customer Access of Calls (For Subtask B.1. above)**

(a) Average speed of answering (ASA): if the call load is within the expected range of up to 650 contacts per month, at least 90% of the callers should have access to a technical information specialists within 60 seconds of selecting the option of reaching a technical information specialist (calculated based on a weekly average of time spent in queue per call). The average estimated call length is 4 minutes.

(b) The Contractor shall ensure that a standard P.05 grade of service or better is maintained for all incoming calls. (P.05 grade is defined as 5 people out of 100 during a given day would receive a busy signal because of insufficient line capacity.)

### 3. Customer Service/Timely Response (For Subtask B.1. above)

(a) The Contractor shall provide timely (immediate response to question or call-back within 1 working day), accurate (cited from TSCA or other pertinent statutes), and courteous responses to telephone, e-mail, fax, and letter inquiries for information concerning pertinent statutes and related regulatory activities. Most responses shall be given directly by phone, through call-backs after researching answers, or by distributing relevant documents (e.g., Federal Register notices, fact sheets, guidance documents, etc.).

(b) Direct answers to questions shall be supplied whenever cleared for public release, but ***opinions concerning EPA policy or policy interpretation of regulations shall not be part of a response to a person seeking assistance.*** The Contractor shall rely on published information and oral information provided by the EPA Project Officer or other program officials to give facts related to regulatory activities. All inquiries from the press, except those seeking general background information about the program, shall be referred to the EPA Office of External Affairs and Environmental Education (OEAE). All inquiries from Congress, except those seeking general background information about the program, shall be referred to the Office of Congressional and Intergovernmental Relations.

(c) All interaction with the public shall be conducted in a positive and customer service-oriented manner. All TAIS personnel shall identify themselves as Contractor personnel when answering the telephone, placing follow-up or research calls or otherwise engaging in TAIS-associated duties on behalf of EPA.

(d) All responses provided to the public must be accurate, appropriate, complete and courteous. Answers to similar questions must be consistent. All TAIS responses to inquiries shall be based on and consistent with EPA-approved materials maintained by the Contractor. The Contractor shall monitor performance under this contract to ensure that incoming questions are understood and clarified, the answer is correct, appropriate background is provided so that callers can understand the answer, the level of detail provided is appropriate to callers' needs, the technical information is correct and sources are correctly cited, referrals are made when appropriate, sources of further information are correctly identified, and appropriate documents are identified.

(e) The Contractor shall monitor referrals to ensure that they are necessary, appropriate to the callers' needs, and consistent. All inquiries from the press or Congress, except those seeking general background information about the program, shall be referred to the EPA Office of External Affairs and Environmental Education (OEAE) or the Office of Congressional and Intergovernmental Relations. Any other inquiries specifically directed to EPA or specifically requesting a response by EPA (e.g. comments on a proposed rule, compliance determination) shall be referred to appropriate EPA staff. Other specific instructions regarding procedures may be specified by the EPA Project Officer.

### 4. Providing Documents (Fulfillment) (For Subtask B.2. above)

(a) The Contractor shall distribute a variety of documents in response to telephone calls, facsimile requests, letters and e-mail requests. Document requests shall be filled within 2 working days. If the caller requests, documents shall be faxed within 1 working day, provided the document is no more than 10 pages in length and legible. The Contractor shall explain to callers how to electronically access EPA/TSCA documents, if required.

(b) The Contractor shall maintain an inventory of those TSCA-related documents and notify the EPA Project Officer if supplies reach the shortage point. Older documents shall be photocopied by the Contractor as copies are needed. The Contractor shall also maintain a database of pertinent regulatory materials and their availability.

#### **5. Special EPA Mailings (For Subtask B.2. above)**

(a) The Contractor shall routinely assist with 15-20 special mailings per year. Most mailings shall be small-scale, averaging approximately 100 addressees per mailing and 5-10 pieces of material per addressee. There shall be one large-scale annual mailing, averaging approximately 2,000 addressees and 3 pieces of material per addressee. The Contractor shall assemble and stuff documents and mail them out within 1-3 working days, depending on the size of the mailing.

(b) The Contractor shall create, maintain, and update a sortable database containing the mailing lists used for these special mailings. In accordance with current Agency recommendations, the Contractor shall use Agency standard software or a compatible system. (The current mailing lists are saved mostly in Microsoft Word or WordPerfect and will be provided to the Contractor.) The Contractor shall supply printed labels for each mailing. At the EPA Project Officer's request, the Contractor shall reproduce and collate documents.

#### **6. OPPT Enterprise Customer Service Solutions ECSS -Web-based Frequently-asked Questions and Answers (FAQs and As) (For Subtask B.3. above)**

(a) The Contractor shall continue to develop the knowledge base, FAQs and As that comply with the requirements of the OEI ECSS system and are sufficiently comprehensive and detailed so as to result in a minimum number of inquiries that are not addressed adequately by the web-based FAQs and As.

(b) Based on the volume and content of e-mail follow-up inquiries requiring direct Contractor response, the Contractor shall determine the need for additions to the knowledge base and new or revised FAQs and As to address future inquiries.

(c) For the ECSS, the Contractor shall report to EPA monthly and annually on the numbers, sources, and disposition of e-mail inquiries (tickets) from end users received through the ECSS.

CONTRACT EP-W-14-003 - CONTRACT MODIFICATIONS SUMMARY

Mod #	Reason For Modification	Status	Award Date	Obligation
BASE		Released	4/30/2014	\$1,329,082.46
0007	Exercise an Option	Released	3/29/2018	\$1,495,894.01
0006	Funding Only Action	Released	8/3/2017	\$612.17
0005	Exercise an Option	Released	4/12/2017	\$1,452,324.28
0004	Exercise an Option	Released	3/23/2016	\$1,410,023.58
0003	Funding Only Action	Released	5/19/2015	\$1,008,954.93
0002	Exercise an Option	Released	5/7/2015	\$360,000.00
0001	Change Order	Released	1/13/2015	\$0.00

Total Amount without Options	Total Amount
\$1,329,082.46	\$7,056,279.26
\$1,495,894.01	\$0.00
\$612.17	\$612.17
\$1,452,324.28	\$0.00
\$1,410,023.58	\$0.00
\$0.00	\$0.00
\$1,368,954.93	\$0.00
\$0.00	\$0.00